

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

HEL CIM USA, INC.,

Plaintiff,

v.

MJ'S DISCOUNT WAREHOUSE,
INC., et al.,

Defendants.

CASE NO. C24-1395JLR

ORDER

Before the court is Plaintiff Helcim USA, Inc.'s ("Helcim") emergency motion for a temporary restraining order ("TRO"). (Mot. (Dkt. # 2).) Helcim asks this court to issue a TRO without notice to Defendants MJ's Discount Warehouse, Inc.; MJ's Wholesale Division; Southern Alliance Company, Inc. ("Southern Alliance"); Therapy Supply, Inc. a/k/a Therapy Supply, LLC a/k/a T&S Supply, Inc.; Jason Phillip Goins; Matthew Inman; Charles Clement; and Chris James (collectively, "Defendants"). (*Id.* at 13-14.) The court issued an order directing Helcim to show cause as to why the court has personal

1 jurisdiction over Defendants, who are residents of Alabama. (9/4/24 Order (Dkt. # 7).)
2 Helcim timely responded to the court's order. (Resp. (Dkt. # 8).) The court has reviewed
3 Helcim's submissions, the relevant portions of the record, and the applicable law.
4 Having considered these materials, the court DENIES Helcim's motion.

5 "Motions for temporary restraining orders without notice to and an opportunity to
6 be heard by the adverse party are disfavored and will rarely be granted." Local Rules
7 W.D. Wash. LCR 65(b)(1); *see also* Fed. R. Civ. P. 65(b)(1) (setting forth requirements
8 for issuing a TRO without notice).

9 To issue emergency injunctive relief, the court must have personal jurisdiction
10 over the parties. *See Zepeda v. U.S. Immigr. & Naturalization Serv.*, 753 F.2d 719, 727
11 (9th Cir. 1983); *see also Viral DRM LLC v. Onyshchuk*, No. 3:23-cv-04300-JSC, 2024
12 WL 189011, at *1 (N.D. Cal. Jan. 17, 2024) (denying motion for preliminary injunction
13 because the plaintiff "failed to meet its burden of demonstrating the Court has personal
14 jurisdiction over [the d]efendants"). Courts are "particularly reluctant" to issue TROs
15 without notice when there are "concerns about whether [the court] has personal
16 jurisdiction over" the defendants. *E.g., Stone Metals Am., LLC v. Eubank*, No.
17 3:20-CV-0253-K, 2020 WL 570906, at *2 (N.D. Tex. Feb. 5, 2020).

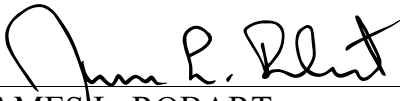
18 Although Helcim seeks a TRO and injunction as to all Defendants, the court is
19 only satisfied that Helcim has met its burden of demonstrating that the court has personal
20 jurisdiction over MJ's Discount Warehouse, Inc., MJ's Wholesale Division, Mr. Goins,
21 and Mr. Inman. (*See* Resp. at 5 (naming the individuals and entities Mr. Goins listed as

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1 “agents and related entities” to MJ’s Discount Warehouse, Inc.); *see also* 9/5/24 Brown
2 Decl. (Dkt. # 9) ¶ 11 (same).¹)

3 Because the court is not satisfied that it can issue the requested injunctive relief
4 against all Defendants without notice, the court DENIES Helcim’s motion for an
5 emergency TRO (Dkt. # 2) without prejudice to filing a renewed emergency motion for a
6 TRO against: (1) all Defendants, with notice; or (2) MJ’s Discount Warehouse, Inc.,
7 MJ’s Wholesale Division, Mr. Goins, and Mr. Inman, without notice.

8 Dated this 6th day of September, 2024.

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10 JAMES L. ROBART
United States District Judge

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20 ¹ Helcim asserts that the court should also exercise personal jurisdiction over Southern
21 Alliance because the email addresses for Mr. Goins and Mr. Inman are “tied to” Southern
22 Alliance. (*See* Resp. at 5; *see also* 9/3/24 Brown Aff. (Dkt. # 3) ¶ 11, Ex. B (displaying Mr.
Goins’s email address as “jay@southernallianceco.com”).) The court declines to do so absent
evidence that Southern Alliance was a party to Helcim’s terms and conditions, rather than simply
the domain name for Mr. Goins’s and Mr. Inman’s email addresses.